

Process First AI Ltd

Standard Terms and Conditions of Service

Version 2.0 | Effective Date: 1 June 2025

Governing Law: England and Wales

Process First AI is a trading style of Carpe Design manufacture Ltd

Registered Office: 296 Clipsley Lane, Haydock, Saint Helens WA11 0JQ
Company Number: 13521699
Email: peter@processfirstai.co.uk

IMPORTANT: PLEASE READ THESE TERMS AND CONDITIONS CAREFULLY BEFORE USING OUR SERVICES. BY PROCEEDING WITH A PURCHASE OR SUBSCRIPTION, YOU AGREE TO BE BOUND BY THESE TERMS. IF YOU DO NOT AGREE, DO NOT USE OUR SERVICES.

1. DEFINITIONS AND INTERPRETATION

In these Terms and Conditions, the following words and expressions shall have the meanings set out below:

"Agreement"

means these Terms and Conditions together with any Order Confirmation, which together constitute the entire agreement between the parties.

"Business Customer"

means a Customer who is purchasing the Services in the course of a business, trade or profession.

"Consumer"

means a Customer who is an individual purchasing the Services wholly or mainly for purposes outside of a business, trade or profession, as defined in the Consumer Rights Act 2014.

"Customer"

means the person, company or other entity that purchases or subscribes to the Services from the Supplier, whether a Consumer or a Business Customer.

"Customer Content"

means all logos, branding, text, images, pricing information, service descriptions, and other materials supplied by the Customer to the Supplier for incorporation into the Platform.

"Monthly Subscription Fee"

means the recurring monthly fee payable by the Customer for continued access to and use of the Platform, as specified in the Order Confirmation.

"Order Confirmation"

means the written or electronic confirmation issued by the Supplier confirming the Services to be provided and the applicable fees.

"Platform"

means the white-label software-as-a-service environment provided by the Supplier, powered by third-party infrastructure, through which the Customer accesses the Services.

"Services"

means the setup services and ongoing monthly SaaS subscription services described in Clause 3, as further specified in the Order Confirmation.

"Setup Fee"

means the one-off fee payable by the Customer for the initial configuration and onboarding of the Platform, as specified in the Order Confirmation.

"Supplier"

means Process First AI is a trading style of Carpe Design Manufacture Ltd, a company registered in England and Wales with company registration number 13521699, whose registered office is at 296 Clipsley Lane, Haydock, Saint Helens WA11 0JQ.

"UK GDPR"

means the UK General Data Protection Regulation as defined by the Data Protection Act 2018, as amended from time to time.

References to clauses are references to clauses of these Terms and Conditions. Headings are for convenience only and shall not affect interpretation.

2. BASIS OF CONTRACT

1. These Terms and Conditions apply to all Services provided by the Supplier to the Customer and supersede any previous terms and conditions.
2. The Agreement is formed when the Supplier issues an Order Confirmation following receipt of the Customer's order and payment of the Setup Fee. The Supplier reserves the right to decline any order at its discretion.
3. No variation to these Terms and Conditions shall be effective unless agreed in writing and signed by an authorised representative of the Supplier.
4. Any description of the Services on the Supplier's website or in marketing materials is for illustrative purposes only and does not form part of the Agreement.

3. THE SERVICES

3.1 Setup Services

5. Upon receipt of the Setup Fee and the Customer Content, the Supplier will configure the Platform to reflect the Customer's branding, pricing structure, and service offerings as specified in the Order Confirmation.
6. The setup process will include the incorporation of the Customer's logo, colour scheme, pricing information, and service descriptions onto a dedicated account within the Supplier's white-label platform environment.
7. The Supplier will use reasonable care and skill to complete the setup within the timescale indicated in the Order Confirmation. Timescales are estimates only and time is not of the essence unless expressly agreed in writing.

8. The Customer is responsible for supplying all Customer Content in the formats and to the specifications notified by the Supplier. Delays caused by the Customer's failure to supply content in a timely manner will not constitute a breach by the Supplier.

3.2 Ongoing Monthly Subscription Services

9. Following completion of the setup, the Supplier will provide the Customer with continued access to and use of the Platform on a monthly subscription basis in exchange for payment of the Monthly Subscription Fee.
10. The Monthly Subscription Services include maintenance of the Customer's account on the Platform, hosting of the Customer's configured environment, and access to platform features as described in the Order Confirmation.
11. The Supplier will use reasonable endeavours to ensure the Platform is available. However, the Customer acknowledges that the Platform is dependent upon third-party infrastructure (see Clause 11) and the Supplier cannot guarantee uninterrupted or error-free availability.
12. The Supplier reserves the right to modify, update, or enhance the Platform from time to time. Where any such change would materially and adversely affect the Customer's use of the Services, the Supplier will provide reasonable notice.

4. FEES AND PAYMENT

13. The Customer shall pay the Setup Fee in full prior to the commencement of any setup work. The Setup Fee is non-refundable once the Supplier has commenced the setup process, except as otherwise required by law.
14. The Monthly Subscription Fee is payable in advance on the same date each month (the "Billing Date") commencing on the date specified in the Order Confirmation. If a Billing Date falls on a weekend or bank holiday, payment will be collected on the next working day.
15. All fees are stated exclusive of VAT. Where VAT is applicable, it will be charged at the prevailing rate and shown separately on invoices.
16. Payment shall be made by the method specified by the Supplier at the time of order. By providing payment details, the Customer authorises the Supplier to collect recurring payments in accordance with these Terms.
17. If any payment is not received by the due date, the Supplier reserves the right to: (a) suspend the Customer's access to the Platform until payment is received; and (b) charge interest on overdue amounts at 8% per annum above the Bank of England base rate (for Business Customers) pursuant to the Late Payment of Commercial Debts (Interest) Act 1998, or at such reasonable rate as the Supplier determines (for Consumers).
18. The Supplier may increase the Monthly Subscription Fee by giving the Customer not less than 30 days' written notice. If the Customer does not wish to accept the new fee, they may cancel the subscription in accordance with Clause 6 before the new fee takes effect.

5. CUSTOMER OBLIGATIONS

19. The Customer shall: (a) provide accurate, complete and up-to-date information as required by the Supplier; (b) supply Customer Content in a timely manner and in the formats specified; (c) ensure that all Customer Content is lawful, accurate, and does not infringe

- the rights of any third party; (d) keep account login credentials secure and confidential; and (e) comply with all applicable laws in its use of the Platform.
20. The Customer shall not use the Platform for any unlawful purpose or in any way that infringes the rights of any person or that violates any applicable laws or regulations.
21. The Customer shall indemnify the Supplier against all claims, losses, damages, costs and expenses (including reasonable legal fees) arising from any breach of this Clause 5 or from any third-party claims relating to the Customer Content.

6. CANCELLATION AND TERMINATION

6.1 Consumer Right to Cancel (Cooling-Off Period)

22. If the Customer is a Consumer, they have the right to cancel the Agreement within 14 calendar days of the date of the Order Confirmation without giving any reason (the "Cooling-Off Period"), pursuant to the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013.
23. However, the Customer expressly acknowledges and agrees that by requesting the Supplier to commence setup work within the Cooling-Off Period, the Customer: (a) requests that performance of the Services begins immediately; and (b) acknowledges that they will lose their right to cancel once the Services have been fully performed. Where the Services are partly performed at the point of cancellation, the Customer may be charged for the proportion of Services already supplied.
24. To exercise the right to cancel within the Cooling-Off Period, the Customer must notify the Supplier in writing by email to peter@processfirstai.co.uk before the 14-day period expires.

6.2 Cancellation of Monthly Subscription

25. Either party may terminate the Monthly Subscription by giving not less than 30 days' written notice to the other party. Notice must be given in writing by email to peter@processfirstai.co.uk (for notices to the Supplier) or to the Customer's registered email address (for notices to the Customer).
26. Cancellation will take effect at the end of the 30-day notice period. The Customer will retain access to the Platform until the end of the notice period. No refund will be given for any portion of the Monthly Subscription Fee already paid, except as required by the Consumer Rights Act 2014 in respect of Consumers.
27. On termination, the Customer's access to the Platform will be discontinued. The Supplier will retain Customer Content for 30 days following termination, during which time the Customer may request return or deletion of their data. After this period, the Supplier may permanently delete all Customer Content.

6.3 Termination for Cause

28. The Supplier may terminate the Agreement with immediate effect by written notice if: (a) the Customer fails to pay any sum due and does not remedy such failure within 14 days of written notice; (b) the Customer commits a material breach of the Agreement and (where remediable) fails to remedy it within 14 days of written notice; (c) the Customer becomes insolvent or makes an arrangement with creditors; or (d) the Customer uses the Platform for any unlawful or fraudulent purpose.

7. INTELLECTUAL PROPERTY

29. All intellectual property rights in the Platform, including the underlying software, configuration, system architecture, and any enhancements developed by the Supplier, remain the exclusive property of the Supplier or its licensors.
30. The Customer retains all intellectual property rights in the Customer Content. By supplying Customer Content to the Supplier, the Customer grants the Supplier a non-exclusive, royalty-free licence to use, display and incorporate the Customer Content solely for the purpose of providing the Services.
31. The Customer warrants that it owns or has the necessary licences and permissions to use all Customer Content supplied, and that such use does not infringe any third-party intellectual property rights.
32. Nothing in this Agreement transfers any intellectual property rights from one party to the other, except as expressly stated herein.

8. DATA PROTECTION

33. Both parties shall comply with all applicable data protection legislation, including the UK GDPR and the Data Protection Act 2018.
34. The Supplier's Privacy Policy, available on the Supplier's website, explains how the Supplier collects, uses, and stores personal data in connection with the Services and is incorporated into this Agreement by reference.
35. Where the Supplier processes personal data on behalf of the Customer as a data processor, the parties shall enter into a separate Data Processing Agreement in accordance with UK GDPR requirements. The Customer, as data controller, is responsible for ensuring there is a lawful basis for any personal data provided to the Supplier.
36. The Customer acknowledges that the Platform operates using third-party sub-processors. The Supplier will take reasonable steps to ensure that any sub-processors provide appropriate data protection guarantees.

9. CONFIDENTIALITY

37. Each party agrees to keep confidential all information of a confidential nature received from the other party and not to disclose it to any third party without prior written consent of the disclosing party, except as required by law or a court of competent jurisdiction.
38. The obligations of confidentiality shall not apply to information that: (a) is or becomes publicly known through no act of the receiving party; (b) was already known to the receiving party without restriction at the time of disclosure; or (c) is independently developed by the receiving party without reference to the confidential information.

10. LIMITATION OF LIABILITY

39. Nothing in this Agreement shall limit or exclude either party's liability for: (a) death or personal injury caused by its negligence; (b) fraud or fraudulent misrepresentation; or (c) any other liability that cannot be excluded or limited by applicable law.
40. Subject to Clause 10.1, the Supplier's total liability to the Customer, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall not exceed the total

fees paid by the Customer in the 12 months immediately preceding the event giving rise to the liability.

41. Subject to Clause 10.1, the Supplier shall not be liable for: (a) any indirect or consequential loss; (b) loss of profit, revenue, or anticipated savings; (c) loss of business or business opportunity; (d) loss of goodwill or reputation; or (e) data loss or corruption, whether direct or indirect, even if advised of the possibility of such losses.
42. The Supplier shall not be liable for any failure caused by the Customer, by third-party systems beyond the Supplier's reasonable control (including the underlying platform infrastructure described in Clause 11), or by circumstances beyond the Supplier's reasonable control.
43. If the Customer is a Consumer, nothing in this Clause 10 affects their statutory rights under the Consumer Rights Act 2014 or other applicable consumer protection legislation.

11. THIRD-PARTY SERVICES AND DEPENDENCIES

44. The Customer acknowledges that the Platform is built upon and depends upon third-party software infrastructure ("Third-Party Services"). The Supplier does not control Third-Party Services and cannot guarantee their availability, performance, or continued operation.
45. The Supplier shall not be liable for any interruption, degradation, or failure of the Services arising from the unavailability or malfunction of any Third-Party Service.
46. The Customer's use of the Platform may be subject to the terms of service of relevant Third-Party Service providers. The Customer is responsible for reviewing and complying with any applicable third-party terms.

12. WARRANTIES

47. The Supplier warrants that it will perform the Services with reasonable care and skill, in accordance with the Consumer Rights Act 2014 (in relation to Consumers) and good industry practice generally.
48. Except as expressly stated in this Agreement, all warranties, representations, and conditions, whether express or implied by statute, common law, or otherwise, are excluded to the fullest extent permitted by law.
49. In particular, the Supplier does not warrant that the Platform will be uninterrupted, error-free, or free from viruses, or that it will meet the Customer's specific requirements beyond those described in the Order Confirmation.

13. FORCE MAJEURE

50. Neither party shall be liable for any delay or failure in performing its obligations to the extent caused by circumstances beyond its reasonable control, including acts of God, fire, flood, civil disturbance, war, pandemic, government action, failure of telecommunications networks, or third-party service outages.
51. The affected party shall notify the other as soon as reasonably practicable and shall use reasonable endeavours to overcome or mitigate the effect. If the circumstances continue for more than 30 days, either party may terminate the Agreement by written notice.

14. NOTICES

52. All notices under this Agreement shall be in writing and delivered by email to the addresses specified in the Order Confirmation, or by prepaid first-class post to the registered addresses of the parties.
53. Notices sent by email shall be deemed received on the next working day following transmission, provided no delivery failure notification is received. Notices sent by first-class post shall be deemed received on the second working day following posting.

15. ASSIGNMENT

54. The Customer may not assign, transfer, sub-contract or otherwise deal with any of its rights or obligations under this Agreement without the prior written consent of the Supplier.
55. The Supplier may assign or transfer its rights and obligations to any successor entity, provided that such assignment does not materially prejudice the Customer's rights. The Supplier will notify the Customer of any such assignment.

16. ENTIRE AGREEMENT

56. This Agreement constitutes the entire agreement between the parties relating to its subject matter and supersedes all prior agreements, representations, and understandings, whether oral or written.
57. Each party acknowledges that it has not relied upon any representation or warranty not set out in this Agreement, except that this Clause shall not limit liability for fraudulent misrepresentation.

17. SEVERANCE

58. If any provision of this Agreement is found to be invalid, illegal, or unenforceable, that provision shall be deemed severed without affecting the validity and enforceability of the remaining provisions.

18. WAIVER

59. A failure or delay by either party to exercise any right or remedy under this Agreement shall not constitute a waiver of that right or remedy. No waiver shall be effective unless given in writing.

19. GOVERNING LAW AND JURISDICTION

60. This Agreement and any dispute or claim arising out of or in connection with it shall be governed by and construed in accordance with the laws of England and Wales.
61. Subject to Clause 19.3, the parties irrevocably submit to the exclusive jurisdiction of the courts of England and Wales.

62. Nothing in this Clause 19 shall prevent a Consumer from bringing proceedings in the courts of the jurisdiction in which they are domiciled, or from relying on mandatory consumer protection provisions of their jurisdiction.

20. COMPLAINTS AND DISPUTE RESOLUTION

63. Any complaint should be submitted in writing to peter@processfirstai.co.uk. The Supplier will acknowledge receipt within 5 working days and will aim to provide a full response within 20 working days.

64. The Supplier is a small business with complaints handled by one individual. In the event that the Supplier is temporarily unable to respond within the timeframes set out in Clause 20 due to holiday, illness, or other absence, the Supplier will use reasonable endeavours to provide advance notice of any such absence where practicable, and will respond to any outstanding complaint promptly upon return. In any event, the Supplier will not knowingly allow any complaint to remain unacknowledged or unresolved for a period exceeding 60 calendar days from the date of receipt.

65. If a Consumer Customer is not satisfied with the outcome of the Supplier's complaints process, they may seek independent advice or use an alternative dispute resolution (ADR) scheme. The Supplier will provide details of any applicable ADR scheme on request.

SCHEDULE A — SUMMARY OF KEY CONSUMER RIGHTS

This Schedule is provided for Consumer Customers as a plain-language summary of certain key rights. It does not replace or limit the full terms set out above.

- You have a 14-day right to cancel from the date of your Order Confirmation, unless you have asked us to begin work within that period (see Clause 6.1).
- Our Services must be performed with reasonable care and skill (Consumer Rights Act 2014).
- If a Service is not performed with reasonable care and skill, you are entitled to ask us to repeat it or fix it, and in some circumstances to a partial or full refund.
- If we increase our Monthly Subscription Fee, you may cancel within the notice period without penalty.
- Nothing in these Terms and Conditions affects your statutory consumer rights.

For further information about your consumer rights, contact Citizens Advice (www.citizensadvice.org.uk) or the Competition and Markets Authority (www.gov.uk/cma).

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